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Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
Bidhannagar. (Salt Lake City)
- 3 MAR 2020

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 3rd day of March, , Two Thousand Twenty (2020).

BETWEEN

1) **MRS. BELA GHOSH**, wife of Mr. Paresh Chandra Ghosh, by Religion - Hindu, by occupation - Housewife, by Nationality - Indian, Aadhar

No.4556 1255 7201, PAN - **CVHPG8631B**, residing at 94, Canal Street, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District - 24 Parganas (North), AND 2) **MRS. KAKALI GHOSH**, wife of Mr. Prasenjit Ghosh, by Religion - Hindu, by occupation - Housewife, by Nationality - Indian, Aadhar No.6983 5777 5172, PAN - **BEVPG5241M**, residing at 94, Canal Street, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District -24 Parganas (North), hereinafter jointly called the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

SHREE RAM INFRA NIRMAN PRIVATE LIMITED, a Company Incorporated under the provisions of the Companies Act, 1956, having its registered office at 312, Lake Town, Block-A, Post Office - Lake Town, Police Station - Lake Town, Kolkata - 700 089, having PAN - **AAPCS4122F**, represented by its Director namely **MR. KAUSHAL AGARWAL**, son of MR. Suresh Kumar Agarwal, by Religion - Hindu, by occupation - Business, by Nationality - Indian, Aadhar No.6390 6960 1397, PAN - **BHUPA7491R**, residing at BE-78, Salt Lake City, Sector-I, Post Office - Bidhannagar, Police Station - North Bidhannagar, Kolkata - 700 064, hereinafter called the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the **SECOND PART**.

WHEREAS one Narahari Mondal and Kali Charan Mondal, were the absolute joint owners of all that piece and parcel of land lying and situate at and being in Mouza - Dakshindari, comprised in collectorate Touzi No.1298/2833, Re.Sa. No.6 (G.D.I.), J.L. No.25 appertaining to C.S. Khatian No.106, C.S. Dag No.1061, 1063, 1064, 1088, 1089 & 1090 admeasuring an area of 9111 Acres, be the same a little more or less, free from all encumbrances whatsoever.

AND WHEREAS said Narahari Mondal and Kali Charan Mondal, jointly sold, conveyed, transferred and released the said Plot admeasuring an area

of 9111 Acres, be the same a little more or less, comprised in Collectorate Touzi No.1298/2833, Re.Sa. No.6 (G.D.I.), J.L. No.25, appertaining to C.S. Khatian No.106, C.S. Dag No.1061, 1063, 1064, 1088, 1089 & 1090, by virtue of a registered Deed of Conveyance, dated 25-07-1891, to Ananda Prasad Banerjee and Nrishinha Chandra Banerjee.

AND WHEREAS while enjoying the said plot of land in equal half share, said Ananda Prasad Banerjee, died intestate leaving behind him, his three sons namely Dhirendra Nath Banerjee, Kalidas Banerjee and Narendra Nath Banerjee, as his legal heirs and successors to success and inherit all the estates and properties left by the said Ananda Prasad Banerjee, since deceased.

AND WHEREAS by virtue of inheritance, said Dhirendra Nath Banerjee, Kalidas Banerjee and Narendra Nath Banerjee, had acquired, seized and possessed and/or otherwise well and sufficiently entitled to the said one equal-half part or share of the land premises, admeasuring an area of 9111 (nine thousand one hundred eleven) Acre, of land comprised in Touzi No.1298/2833, Re.Sa. No.6, (G.D.I.), J.L. No.25, appertaining to C.S. Khatian No.106, C.S. Dag No.1061, 1063, 1064, 1088, 1089 & 1090, left by Ananda Prasad Banerjee, since deceased and after acquiring the said plot of land, said Dhirendra Nath Banerjee and two others duly mutated their names in the records of the settlement operation.

AND WHEREAS said Kalidas Banerjee, died intestate on 30-05-1927, being unmarried leaving behind his two brothers namely said Dhirendra Nath Banerjee and Narendra Nath Banerjee, as his legal heirs and successors to success and inherit all the estates and properties left by the said Kalidas Banerjee (since deceased).

AND WHEREAS said Narendra Nath Banerjee, died intestate on 01-07-1935, being married with his wife who predeceased him and no issues were born to them and as such his elder brother Dhirendra Nath Banerjee became the sole and legal heir and successor of said Narendra Nath Banerjee (since deceased).

AND WHEREAS said Dhirendra Nath Banerjee, became the sole and absolute owner of all that one equal-half part or share of 9111 (nine

thousand one hundred eleven) Acre, be the same a little more or less, comprised in Touzi No.1298/2833, Re.Sa. No.6, (G.D.I.), J.L. No.25 appertaining to C.S. Khatian No.106, C.S. Dag No.1061, 1063, 1064, 1088, 1089 & 1090, and the other half share of the said plot was under possession of Nrishinha Chandra Banerjee.

AND WHEREAS said Nrishinha Chandra Banerjee, died intestate, leaving behind him, his two sons namely Nilmony Banerjee and Nilmadhab Banerjee, as his legal heirs and successors to inherit his property, as absolute owners free from all encumbrances whatsoever.

AND WHEREAS by virtue of the above, said Dharendra Nath Banerjee, Nilmony Banerjee and Nilmadhab Banerjee, had seized and possessed and/or otherwise well and sufficiently entitled to all that piece and parcel of land ad-measuring an area of 9111 (nine thousand one hundred eleven) Acre, be the same a little more or less, lying and situate at and being comprised in Touzi No.1298/2833, Re.Sa. No.6, (G.D.I.), J.L. No.25, appertaining to C.S. Khatian No.106, C.S. Dag Nos.1061, 1063, 1064, 1088, 1089 & 1090, and they duly recorded their joint names in the assessment records of South Dum Dum Municipality and the said Municipality duly reassessed the said plot as Holding No.17, 18 & 19, in Div.- II, Sub Div.- VI, as the absolute joint owners of the said plot of land in question.

AND WHEREAS said Dharendra Nath Banerjee, Nilmony Banerjee and Nilmadhab Banerjee, for the purpose of harmonious occupation of the said property and at the same time to avoid further litigations, got the entire property amicably partitioned between themselves according to their respective shares and executed a registered Deed of Partition, dated 14th day of February, 1941, and same was duly registered at the office of Sub-Registrar Cossipore, Dum Dum, and the same was recorded in Book No.I, Vol. No.32, being Deed No.1304, for the year 1941.

AND WHEREAS by virtue of the said Deed of Partition, dated 14th February, 1941, said Dharendra Nath Banerjee and Nilmony Banerjee had granted, conveyed, transferred, assured, assigned, confirmed and released unto Nilmadhab Banerjee, assigned all that 3/4th Share of the entire land together with structure standing thereon within the Khatian No.526 & 527,

and thus constituted Nilmadhab Banerjee, the sole and absolute owner of the entire lands being the 3/4th share of Dharendra Nath Banerjee and Nilmony Banerjee and his inherited 1/4th share thus becoming the owner of the entire land together with structure standing thereon.

AND WHEREAS the said Nilmadhab Banerjee, died intestate leaving behind him, Satinath Banerjee, Dr. Umanath Banerjee, Brojonath Banerjee, Sibnath Banerjee, Rupnath Banerje and Arati Ganguly, as his legal heirs and successors in respect of the all that property left by Nilmadhab Banerjee (since deceased) by virtue of inheritance and after inheriting the said property said Satinath Banerjee & Others, had duly mutated their joint names in the assessment records of the South Dum Dum Municipality.

AND WHEREAS said Satinath Banerjee, Dr. Umanath Banerjee, Brojonath Banerjee, Sibnath Banerjee, Rupnath Banerjee and Arati Ganuly, while in so joint peaceful possession of the lands allotted to their father Nilmadhab Banerjee (since deceased) by virtue of the Registered Deed of Partition, dated 14-02-1941, they jointly decided to transfer such lands by making and/or marking the same into small plots comprising in C.S. Khatian No.106, corresponding to R.S. Khatian No.524 & 525, under C.S. Dag Nos.1061, 1088, 1089 & 1090, corresponding to R.S. Dag No.1061, 1088, 1089 & 1090/4552, of Mouza - Dakshindari, leaving out the land of C.S. Dag No.1063 & 1064, of C.S. Khatian No.106, which was subsequently recorded in R.S. Khatian No.526 & 527, in respect of R.S. Dag No.1063 & 1064.

AND WHEREAS aforesaid Satinath Banerjee, Dr. Umanath Banerjee, Brojonath Banerjee, Sibnath Banerjee, Rupnath Banerjee and Arati Ganguly, to materialize their desire demarcated the lands of C.S. Khatian No.106, corresponding to R.S. Khatian No.524 & 525, comprised in C.S. & R.S. Dag Nos.1061, 1088, 1089 & 1090 (renumbered as 1090/4552 in R.S.R.O.R.) by dividing it into small plots marking the same as Plot Numbers 'A' to 'G' with a common passage/Road of 20ft. wide, and sold out the same by various Deeds to various intending Purchaser/Purchasers.

AND WHEREAS by a Registered Deed of Conveyance, dated 07-11-1987, registered in the office of the A.D.S.R. BidhanNagar (Salt Lake City), recorded in Book No.I, Volume No.127, Pages 253 to 269, Being No.6288, for

the year 1987, one MRS. MAYA RANI GHOSH, wife of Late Jogesh Chandra Ghosh, purchased ALL THAT piece or parcel of land, being marked as Plot No.'G', delineated in the master plan, measuring 1 Cottah, 7 Chittaks and 15 Sq.ft. more or less.

AND WHEREAS from the aforesaid Plot Numbers A to G, as referred to above one MRS. BELA GHOSH, wife of Paresh Chandra Ghosh, also purchased a Plot of Land, being marked and delineated as Plot No.'F', in the master plan, measuring 1 Cottah 7 Chittaks and 15 Sq.ft. more or less, by virtue of a Registered Deed of Conveyance, registered before A.D.S.R. Bidhannagar (Salt Lake City), Registered in Book No.I, Volume No.127, Pages 307 to 324, Being No.6291, for the year 1987.

AND WHEREAS the lands of C.S. Khatian No.106, corresponding to R.S. Khatian No.526 & 527, comprised in C.S. & R.S. Dag No.1063 & 1064, were again subsequently decided to be transferred by said Satinath Banerjee, Dr. Umanath Banerjee, Brojonath Banerjee, Sibnath Banerjee, Rupnath Banerjee and Arati Ganguly, by making or dividing it into small plots and they again made and marked such lands in Plot Numbers 'A' to 'D' and subsequent there to they caused transfer of the said layout Plot Numbers 'B' to 'D' measuring an area of 6 Cottahs, more or less, together with R.T. Shed structure of 300 Sq.ft. more or less, to MRS. MAYA RANI GHOSH, wife of Late Jogesh Chandra Ghosh, and MRS. BELA GHOSH, wife of Paresh Chandra Ghosh, jointly by virtue of a Registered Deed of Conveyance, dated 29-11-1996, before District Registrar North -24 Parganas at Barasat being Deed No.8679, and delivered possession in favour of said Smt. Maya Rani Ghosh and Smt. Bela Ghosh.

AND WHEREAS said MRS. MAYA RANI GHOSH, separately mutated her name in the office of the South Dum Dum Municipality, in respect of her individually purchased lands as referred above recorded as Municipal Holding No.634 (Old) and 1147 (New) Dakshindari Road.

AND WHEREAS said MRS. BELA GHOSH, separately mutated her name in the office of the South Dum Dum Municipality, in respect of her individually purchased lands, as referred above, recorded as Municipal Holding No.416/2 (Old) and 872 (New) Dakshindari Road.

AND WHEREAS said MRS. MAYA RANI GHOSH, and MRS. BELA GHOSH, jointly mutated their names in the office of the South Dum Dum Municipality in respect of their joint purchased lands as referred above recorded as Municipal Holding No.415/2 (Old) & 856 (New) Dakshindari Road.

AND WHEREAS by a registered Deed of Gift, dated 21-11-2003, registered in the office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City, recorded in Book No.I, Volume No.15, Being No.00239, for the year 2004, said SMT. BELA GHOSH, wife of Paresh Chandra Ghosh, the Donor therein, out of love and affection, conveyed and transferred All That divided and demarcated portion of piece or parcel of bastu land, measuring an area 1 (one) Cottah 4 (four) Chittacks 10 (ten) Square feet, more or less, together with Tiles shed structure standing thereon, lying and situated at Mouza - Dakshindari, J.L. No.25, Re.Sa. No.6, (G.D.-I), Touzi No.1298/2833, comprised in C.S. & R.S. Dag Nos.1063 & 1064, under R.S. Khatian Nos.526 & 527, Police Station - Lake Town, within the jurisdiction of the South Dum Dum Municipality, District - 24 Parganas (North), unto in favour of her son namely SRI PROSENJIT GHOSH, son of Paresh Chandra Ghosh, the Donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written, and as such, said MRS. BELA GHOSH, became entitled to remaining land, i.e. measuring an area 3 (three) Cottahs 3 (three) Chittacks 5 (five) Square feet, more or less, in respect of the said land, as aforesaid.

AND WHEREAS thereafter said MRS. MAYA RANI GHOSH and MRS. BELA GHOSH, being relatives of each other thought of betterly exploiting the same for better enjoyment and for such reasons they both mutually decided to amalgamate the Municipal Holding Numbers 634 (Old) and 1147 (New) and 416/2 (Old) and 872 (New) and 415/2 (Old) and 856 (New) of Dakshindari Road, under South Dum Dum Municipality, into one single amalgamated holding and on their joint application, the office of the South Dum Dum Municipality, allowed the joint application of MRS. MAYA RANI GHOSH and MRS. BELA GHOSH, thereby amalgamating the three distinct Municipal Holding as referred above into one Single amalgamated Municipal Holding No.415/2 (Old) at present 856, Dakshindari Road, under Ward

No.34, of the South Dum Dum Municipality, and they have been paying the taxes of the same till date under Mouza - Dakshindari, J.L. No.25, being the total property.

AND WHEREAS by a registered Deed of Gift, dated 04-06-2018, registered in the office of the District Sub-Registrar-II, -24 Parganas (North), Barasat, recorded in Book No.I, Volume No.1502-2018, pages from 60475 60511, Being No.150202098, for the year 2018, said MRS. MAYA RANI GHOSH, the Donor therein, out of love and affection, conveyed and transferred her undivided part or share in piece or parcel of bastu land, equivalent to measuring an area 4 (four) Cottahs 7 (seven) Chittacks 15 (fifteen) Square feet, more or less, together with Tiles shed structure standing thereon, lying and situated at portion of Premises No.113/3, Dakshindari Road, being Municipal Holding No.856, (formerly 415/2), Dakshindari Road, Police Station - Lake Town, Kolkata - 700 048, in Mouza - Dakshindari, J.L. No.25, Re.Sa. No.6, (G.D.-I), Touzi No.1298/2833, comprised in C.S. & R.S. Dag No.1061, under R.S. Khatian No.524, and C.S. & R.S. Dag No.1088, under R.S. Khatian No.525, and C.S. & R.S. Dag No.1089, under R.S. Khatian No.524, and C.S. Dag No.1090, corresponding to R.S. Dag No.1090/4552, under R.S. Khatian No.524, and C.S. & R.S. Dag No.1063, under R.S. Khatian No.526, and C.S. & R.S. Dag No.1064, under R.S. Khatian No.527, in Municipal Ward No.33, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District - 24 Parganas (North), unto in favour of MRS. KAKALI GHOSH, wife of Mr. Prasenjit Ghosh, the Donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written.

AND WHEREAS in the circumstances recited above, the Owners herein said MRS. BELA GHOSH, AND MRS. KAKALI GHOSH, together become absolutely seized and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT piece or parcel of bastu land, measuring an area 7 (seven) Cottahs 10 (ten) Chittacks 20 (twenty) Square feet, more or less, together with Tiles shed structure standing thereon, measuring an area 300 (three hundred) Square feet, more or less, lying and situated at Premises No.113/3, Dakshindari Road, being Municipal Holding No.856,

(formerly 415/2), Dakshindari Road, Police Station - Lake Town, Kolkata - 700 048, in Mouza - Dakshindari, J.L. No.25, Re.Sa. No.6, (G.D.-I), Touzi No.1298/2833, comprised in C.S. & R.S. Dag No.1061, under R.S. Khatian No.524, and C.S. & R.S. Dag No.1088, under R.S. Khatian No.525, and C.S. & R.S. Dag No.1089, under R.S. Khatian No.524, and C.S. Dag No.1090, corresponding to R.S. Dag No.1090/4552, under R.S. Khatian No.524, and C.S. & R.S. Dag No.1063, under R.S. Khatian No.526, and C.S. & R.S. Dag No.1064, under R.S. Khatian No.527, in Municipal Ward No.33, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District - 24 Parganas (North), hereinafter called the said "LAND", morefully and particularly described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the Owners herein declare that the aforesaid property inter-alia containing land as aforesaid is free from all encumbrances, charges, liens and attachments, and there is no notice in existence respecting acquisition or requisition thereof by any Government or Semi Government Authorities or statutory or any other authorities.

AND WHEREAS land Owners herein jointly have decided to develop the aforesaid land (morefully and particularly described in the FIRST SCHEDULE hereunder written), the Developer the party of the Second Part herein, having offered proposal for development of the said land inter-alia including construction of a Multi-storeyed building upon the same at its own cost in accordance with the building plan to be sanctioned by the South Dum Dum Municipality, with all its variation, for consideration as contained therein, and the Owners have agreed to, and/or accepted the Developer's proposal.

AND WHEREAS in pursuant to the said proposal of the Developer the party of the Second Part, and the Owners, the party of the First Part herein have agreed to cause to effect construction of a Multi-storeyed building upon the aforesaid plot of land for consideration as described hereinafter in details and the Developer the Party of the Second Part hereto has agreed to develop the said plot of land constructing a Multi-storeyed building thereon as per terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby and hereunder agreed by and between the parties as follows :

ARTICLE - I : DEFINITIONS

Unless it is repugnant or inconsistent with the context of these presents :

1. **OWNERS** shall mean **1) MRS. BELA GHOSH**, wife of Mr. Paresh Chandra Ghosh, by Religion - Hindu, by occupation - Housewife, by Nationality - Indian, Aadhar No.4556 1255 7201, PAN - **CVHPG8631B**, residing at 94, Canal Street, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District -24 Parganas (North), **AND 2) MRS. KAKALI GHOSH**, wife of Mr. Prasenjit Ghosh, by Religion - Hindu, by occupation - Housewife, by Nationality - Indian, Aadhar No.6983 5777 5172, PAN - **BEVPG5241M**, residing at 94, Canal Street, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District -24 Parganas (North).
2. **DEVELOPER** shall mean **SHREE RAM INFRA NIRMAN PRIVATE LIMITED**, a Company Incorporated under the provisions of the Companies Act, 1956, having its registered office at 312, Lake Town, Block-A, Post Office - Lake Town, Police Station - Lake Town, Kolkata - 700 089, having PAN - **AAPCS4122F**, represented by its Director namely **MR. KAUSHAL AGARWAL**, son of MR. Suresh Kumar Agarwal, by Religion - Hindu, by occupation - Business, by Nationality - Indian, Aadhar No.6390 6960 1397, PAN - **BHUPA7491R**, residing at BE-78, Salt Lake City, Sector-I, Post Office - Bidhannagar, Police Station - North Bidhannagar, Kolkata - 700 064.
3. **SAID LAND** shall mean the land, morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
4. **ARCHITECTS** shall mean the Architect to be appointed by the Developer or such other Architect during the material time of construction of the proposed building or process or progress thereof being appointed by the Developer.
5. **BUILDING/PREMISES** shall mean and include the Multi-storeyed building to be constructed upon the said land, in accordance with the building plan required to be duly sanctioned by the South Dum Dum Municipality including all its variation.

6. **COMMON AREAS** shall mean those of the common areas and facilities mentioned and specified in FOURTH SCHEDULE hereunder written, and declared and expressed by the Owners for common use and enjoyment of co-owners within the building.
7. **COMMON EXPENSES** shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building, and shall further include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the FIFTH SCHEDULE hereunder written.
8. **UNDIVIDED SHARE** shall mean undivided variable and impartable proportionate share in the land attributable and allocable to any unit/units within the building as aforesaid to be determined in relation to the area of the respective unit/units.
9. **BUILDING PLAN** shall mean the plan inter-alia touching the construction of the building and contents thereof in the shape of flats, carparking spaces and other spaces including variations therein as permissible and modification/s thereof, if any, as well, requiring to be sanctioned by the South Dum Dum Municipality in the name of the Owners, at the cost of the Developer and other statutory variation including such modification/s or variations therein as may be required to be made or directed by the said South Dum Dum Municipality and agreed by the Owners.
10. **TRANSFER** with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer inter-alia of flats/units in the Multi-storeyed building to be constructed under the project and inter-alia relate to transfer of the Developer's part or share of constructed areas within allocation meant for the Developer or its nominee or nominees, if any, in the building to be constructed or portions or portions thereof to the intending purchaser/s thereof.

11. **TRANSFEREES** shall mean the purchaser/s to whom any flat, carparking space and/or other space or spaces in the said building will be transferred.
12. **UNIT** shall mean Flats, Carparking Spaces and other spaces within the building, on or at the said premises, each of them being part thereof, in fact.

ARTICLE - II

1. **OWNERS' SHARE OR ALLOCATION** shall mean the Owners shall get the flats/units the proposed Multi-storeyed building, in the form as under:
 - a) 50% (fifty percent) constructed area on the Ground floor, provided the Owners shall get the commercial spaces, from North-East side and car parking space shall be allotted equally.
 - b) Entire First floor.
 - c) Entire Fifth floor.
 - d) One unit being residential Flat, on the Sixth floor, measuring built-up area 800 (eight hundred) Square feet, more or less, provided the South Dum Dum Municipality allows and/or gives sanction to construct the said flat on the sixth floor of the said proposed building.

The aforesaid flats/units, morefully and particularly described in the **SECOND SCHEDULE** hereunder written, as contained in the proposed building, lying and situate at Premises No.113/3, Dakshindari Road, being Municipal Holding No.856, (formerly 415/2), Dakshindari Road, Police Station - Lake Town, Kolkata - 700 048, in Municipal Ward No.33, within the jurisdiction of the South Dum Dum Municipality, District - 24 Parganas (North), including undivided proportionate share in the said land where on the said building shall be constructed as well as of all common spaces/land of said holding with right to use common portions thereof, and/or facilities within the said building.

2. **DEVELOPER'S SHARE OR ALLOCATION** shall mean shall mean remaining constructed area of the proposed Multi-storeyed building, in the form as under :
- a) 50% (fifty percent) constructed area on the Ground floor, provided the Developer shall get the commercial spaces, from South-East side and car parking space shall be allotted equally.
 - b) Entire Second floor.
 - c) Entire Third floor.
 - d) Entire Fourth floor.
 - d) Save and except one unit being residential Flat, on the Sixth floor, measuring super built-up area 800 (eight hundred) Square feet, more or less, remaining area on the Sixth floor, provided the South Dum Dum Municipality allows and/or gives sanction to construct on the sixth floor of the said proposed building.

The aforesaid flats/units, morefully and particularly described the THIRD SCHEDULE hereunder written, as contained in the proposed building, lying and situate at Premises No.113/3, Dakshindari Road, being Municipal Holding No.856, (formerly 415/2), Dakshindari Road, Police Station - Lake Town, Kolkata - 700 048, in Municipal Ward No.33, within the jurisdiction of the South Dum Dum Municipality, District - 24 Parganas (North), togetherwith undivided proportionate share of the said land where on the said building shall be constructed as well as of all common spaces/land of said holding with right to use common portion thereof, and/or facilities within the said building, excluding the Owners' share and allocation therein as mentioned above, (hereinafter referred to as the "Developer's Allocation").

Subject to Owners having their allocation or share or part within the building togetherwith their proportionate share respecting the same the Owners do hereby grant exclusive right to Developer to construct at its cost as agreed a Multi-storeyed building on the said plot of land, morefully and particularly described in the FIRST SCHEDULE hereunder written, and also authorize the Developer herein to sell its portion within its allocation to the intending purchaser or purchasers to be selected by the Developer herein only being reckoned as its nominee or nominees as well.

ARTICLE - III : BUILDING

1. The Developer, as agreed shall at its own cost and expenses construct at the said premises a Multi-storeyed building according to the specification mentioned in the SIXTH SCHEDULE hereunder written in accordance with the plan so to be sanctioned by the South Dum Dum Municipality, with all its variation, in compliance with all Municipal Rules, Regulations and provisions. The building to be constructed shall be made of good standard quality building materials and workmanship, without using substandard materials, and all such specifications, materials fixtures and fittings as shall be required therefore shall be approved of and/or certified by qualified Architect or Architects.
2. Subject to approval of the Developer, and the qualified Architect as shall be engaged by the Developer for construction of the building under the project such building materials being approved by the Developer the approval thereof by the Developer's architect shall be final and binding upon the parties. Any of such materials, however, shall not be of low or inferior quality the user whereof may cause defect or damage to the building under the project so that the proposed building does not suffer from any defect or damage for user or application of substandard building materials.
3. The Developer shall install and erect in the said Multi-storeyed building at its own cost and expenses soil-test pumps for safety, water storage tanks and overhead reservoirs togetherwith other arrangements as shall be required to be provided in the building containing flats, car parking space and other spaces to be constructed in connection with the same being permitted by Municipality concerned.
4. The Developer shall at its own cost and expenses and without creating any financial or other liability upon the Owners shall construct and complete the Multi-storeyed building upon the aforesaid land.

ARTICLE - IV : DEVELOPER'S OBLIGATIONS

1. The Developer hereby agreed and covenant with the Owners not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owners. No consent shall require from the Owners on the part of the Developer to transfer and assign *the benefit of the Developer's allocation to the intending purchaser or purchasers thereof.*
2. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners may be prevented from enjoying or selling/assigning, and/or disposing of any of the portions within the Owners' allocation in the building.
3. The Developer hereby declare that the construction of the proposed building shall be completed, and the Owners' allocation therein as agreed shall be handover to the Owners within 30 (thirty) months from the date of sanction of building plan, or actual delivery of vacant peaceful physical possession will be handed over to the Developer *herein for the purpose of construction as agreed, whichever is later,* in-lieu of their land, subject to extension thereof for further six months by way of grace, if so required.
4. It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen or other, victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction of the Multi-storeyed building under the development project the Developer shall have all the responsibility, and liability therefore, and shall keep the Owners, their estate and effects safe and harmless agreeing to indemnify all claims, damages, rights and actions in respect of such eventualities.
5. The Developer undertakes to bear all cost and expenses for the construction of the Multi-storeyed building proposed to be constructed at the said premises.
6. The Owners shall not be responsible for any Income tax and other taxes in respect of the Developer's allocation in the proposed building.

7. The Developer undertakes to deliver the portion under allocation of the Owners before disposal of any other portions, the Owners having the *right of the first instance* in such respect, *provided, however*, that upon completion of the building and upon notice as shall be issued by the Developer requiring the Owners to take delivery of possession of their allocations if for any reason the Owners fail to do so within thirty days from the date of issuance of such notice the same shall not stand as a bar to the Developer's making delivery of the portion within its allocation or any part thereof unto others according to its will or to disposal of any portion out of its allocation to any intending purchaser or purchasers thereof.

ARTICLE - V : OWNERS' OBLIGATIONS

1. The Owners undertake to deliver the possession of the said land, (morefully and particularly described in the FIRST SCHEDULE hereunder written) to the Developer within one month from the date of execution hereof.
2. The Owners have agreed to sign all papers and documents for the *building plan so to be prepared by the Architect appointed by the Developer* for submission to the South Dum Dum Municipality for necessary sanction thereof. The Owners shall also authorize the Developer to do and perform all works and to sign all papers and documents including the building plan as would be necessary for sanction of the building plan by executing necessary power of Attorney or any indenture relating to the same in favour of the Developer.
3. Subject to preceding clauses, the Owners hereby grant exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land, in accordance with the building plan, to be sanctioned for construction of the building under the project.
4. The Developer at its own cost shall submit the building plan before the South Dum Dum Municipality, appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the building on the premises, and pursue the same

from time to time. The Developer shall comply with all the formalities require for all changes to be made in the building plan being required by the South Dum Dum Municipality, and/or other statutory authority, being Governmental or other authorities as aforesaid, and shall comply with requirements for any sanction, permission, clearance, or approval as aforesaid, subject to full co-operation of Owners thereof.

5. The Developer shall be entitled to erect and/or construct the proposed building with rights to transfer or otherwise deal with or dispose of its allocation or portions thereof, and the Owners shall not in any way interfere with or disturb, quiet and peaceful possession of the Developer's allocation mentioned as aforesaid.
6. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land subject to condition that the Developer shall comply with building rules and use good quality building materials.
7. The Owners hereby agree and covenant with the Developer that they will not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocation and/or selecting the person in whose favour the Developer shall sell/transfer the Developer's allocation.
8. The Owners hereby agree and covenant with the Developer not to sell, let out, grant, lease, mortgage, encumber and/or charge the said plot of land or any portion thereof as per terms of this agreement.
9. That the Owners undertake that during the continuance of this agreement they shall not enter into any Development or Sale agreement with the third party in respect of the said land or any part thereof but the land Owners shall have every right to enter into agreements including sell agreement in respect of the Owners' allocation mentioned above of the said proposed Multi-storeyed building.
10. The Owners further shall not be entitled to claim any area and/or amount of sale proceed of the Developer's allocated portion mentioned above, nor shall be entitled to claim any share in the amount of sale

- proceeds from the intending purchaser or purchasers of Developer's allocated portion thereof, as may be received by the Developer herein.
11. The Developer shall be entitled to fix the sign board on the said property, for advertisement and insertions in news papers and other advertising media for making the project known to the public and both the parties herein jointly choose a name for the Multi-storeyed building to be constructed under the project it being so agreed by the parties hereto.
 12. It is agreed that the Developer shall be entitled to enter into any agreement for sale in respect of Developer's allocation to different prospective buyers thereof, and to sell out portions there under in the shape of flats, car parking spaces and other spaces to the prospective buyers against such monetary consideration which shall be determined solely by Developer, and in such matter and in the matter, of receipt of booking and/or earnest money and also balance consideration money from the intending buyers of any portion within the Developer's allocation or of different portions within the allocation of the Developer the Owners shall not interfere in any manner whatsoever.
 13. Simultaneously with the execution hereof the Owners herein handover all original documents relating to the land morefully and particularly described in the First Schedule hereunder written, to the Developer herein and the Developer herein will return the said documents to the Owners within the building after satisfaction of the Development Agreement as envisaged.
 14. The Owners shall execute a Registered Development Power of Attorney authorizing the Developer herein to develop the said land and to appoint Architect, Labour and to obtain electricity, water, sewerage, drain from the South Dum Dum Municipality and CESC and to sign any agreement for sale, deed of conveyance or conveyances and/or deeds for transfer to the Developer's allocation within the building or any part thereof to intending purchaser or purchasers, who shall be nominated by the Developer herein.

15. If the Owners or any one of the Owners herein die during the continuance of the agreement all their respective heirs and/or legal representatives shall be bound to abide by the terms hereof and if required by the Developer, shall sign necessary papers and/or documents in execution thereof either for inclusion thereof in this agreement or for continuity and/or modification hereof as per requirements of the Developer without any right to back out from such obligations in any manner whatsoever.
16. The Owners undertake that their constituted attorney so appointed under Registered Development Power of Attorney, shall execute agreement or agreements for sale, and cause to registrar proper Deed or Deeds or conveyance or conveyances for sale of the Developer's allocation or any part thereof in favour of the intending purchaser or purchasers nominated by the Developer for such transfer or sale thereof the same being within the Developer's allocation and the Developer shall also join as a necessary party to the said Deed or Deeds.
17. It is agreed that upon completion of the proposed Multi-storied building, and also upon hand over the possession of the Owners' allocations by the Developer all proportionate levies and taxes which will be finally assessed by the Municipality, relating to the Owners' allocated portion in the proposed Multi-storied building shall be paid by the Owners.
18. The land Owners shall not be entitled to claim any other portion or portions of the constructed area of the proposed Multi-storied building and any excess areas except the Owners' allocated portion in the said proposed building from the Developer.
19. The Owners undertake not to do any acts, deeds, matter and things, against the Developer which will obstruct the Developer from carrying out the job of construction.
20. After the expiry of thirty days subsequent to the receipt of possession notice, the Owners shall pay to the Flat/Unit Owners' Association proportionate service charges, maintenance, expenses or any other

15. If the Owners or any one of the Owners herein die during the continuance of the agreement all their respective heirs and/or legal representatives shall be bound to abide by the terms hereof and if required by the Developer, shall sign necessary papers and/or documents in execution thereof either for inclusion thereof in this agreement or for continuity and/or modification hereof as per requirements of the Developer without any right to back out from such obligations in any manner whatsoever.
16. The Owners undertake that their constituted attorney so appointed under Registered Development Power of Attorney, shall execute agreement or agreements for sale, and cause to registrar proper Deed or Deeds or conveyance or conveyances for sale of the Developer's allocation or any part thereof in favour of the intending purchaser or purchasers nominated by the Developer for such transfer or sale thereof the same being within the Developer's allocation and the Developer shall also join as a necessary party to the said Deed or Deeds.
17. It is agreed that upon completion of the proposed Multi-storied building, and also upon hand over the possession of the Owners' allocations by the Developer all proportionate levies and taxes which will be finally assessed by the Municipality, relating to the Owners' allocated portion in the proposed Multi-storied building shall be paid by the Owners.
18. The land Owners shall not be entitled to claim any other portion or portions of the constructed area of the proposed Multi-storied building and any excess areas except the Owners' allocated portion in the said proposed building from the Developer.
19. The Owners undertake not to do any acts, deeds, matter and things, against the Developer which will obstruct the Developer from carrying out the job of construction.
20. After the expiry of thirty days subsequent to the receipt of possession notice, the Owners shall pay to the Flat/Unit Owners' Association proportionate service charges, maintenance, expenses or any other

proportionate shares towards the repair, maintenance of common space, fixtures, electricity consumption, sewerage, plumbing etc.

ARTICLE - VI : OWNERS' RIGHT

The Owners shall be entitled to transfer and otherwise deal with the Owners' allocations of the building to any person/persons and intending purchaser or purchasers in any manner with the assistance of the Developer if necessary.

ARTICLE - VII : DEVELOPER'S RIGHT

1. The Developer will hold and possess the said land as exclusive licensee, and shall have authority to construct the building on the said plot of land, at its own cost and expenses, as per building plan, sanctioned by the South Dum Dum Municipality, with its all variation.
2. If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at its own cost and expenses on behalf of the Owners and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited for such amendment and/or modifications of the building plan, if necessary, provided, however, that such amendments or modifications would not prejudice the Owners in any manner whatsoever.
3. The Developer shall be entitled to enter into agreement with intending purchaser or purchasers for selling Developer's allocation within the building to be constructed under the project or portion thereof containing flats/units etc., settling terms therefore with the prospective buyers therefore and the Owners may join and/or sign and execute such Agreements for sale of such flats/units as a necessary party without making any objection to enable the Developer to sell its allotted portion togetherwith undivided proportionate share in the land below the same to the said intending buyers subject to requirements by the Developer.
4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units, car parking spaces and other spaces, from the prospective buyers in respect of Developer's allotted portion, and/or share in the said proposed building with Flats, car parking spaces and other spaces as referred to as saleable areas,

and can issue receipt in its name acknowledging such receipts in terms of this agreement without making the Owners liable or accountable for the same at any point of time.

5. Nothing in these presents shall be constructed as demise or assignment or conveyance in law by the Owners on the said plot or any part thereof to the Developer, or is creating any right, title or interest in respect thereof to the Developer other than an exclusive licensee to the Developer to commercially exploit the said plot and to deal with the Developer's allocation area in the building in the manner herein stated.
6. That the land Owners are not liable or responsible for any dispute between the Developer and intending purchaser and/or purchasers of Developer's allocation and if the said land be effected due to said dispute in that case the Developer is liable to compensate for the same.

ARTICLE - VIII : OWNER'S CONSIDERATION

Save and except the Owners' allocation in the said proposed building, the Developer shall pay to the Owners herein, a sum of Rs.1,25,00,000/- (Rupees one crore twenty five lakh) only, being non-refundable and/or non-adjustable consideration money, in the manner as under:

- a) Rs.50,00,000/- (Rupees fifty lakh) only on simultaneous with the execution hereof, and the Owners herein acknowledge the same as per memo hereunder written.
- b) Rs.50,00,000/- (Rupees fifty lakh) only shall be paid after pilling work.
- c) Rs.25,00,000/- (Rupees fifty lakh) only shall be paid after foundation work.

ARTICLE - IX : MISCELLANEOUS

1. It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer wherefor the Developer may need the authority, of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions

may not have been made herein. The Owners hereby undertake to do all such, acts, deeds, matters and things, and if necessary, shall execute necessary papers/instruments as may be required by the Developer for the purpose if the same do not in any way infringe and/or affect the rights and interest of the Owners in respect of the said plot and/or Owners' allocation and/or do not go against the spirit of this Agreement.

2. Any Notice required to be given by the Developer shall be deemed to have been served upon the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledged due and shall likewise be deemed to have been served on the Developer, if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due to the Developer.
3. The Owners and the Developer shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereof and for due observance thereof by the intending purchaser or purchasers of different flats/units in the building to be constructed under the project including all its out goings like common maintenance, Municipal taxes, salaries payable to Darwan and sweepers, common electricity bills as against illumination common passage, running of pump, operating of and repairs of sanitary installation, plumbing, pump, etc., and white wash, and other items required for due maintenance of the building and/or common services.
4. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction meaning and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to arbitration to be provided by the sole arbitrator appointed of the common consensus of both the parties to the Agreement in case of difference as to appointment of the name of sole arbitrator the same will be appointed by looking recourse of Section 11 of the

Arbitration and Conciliation Act, 1996, as amended till date, and the decision of the sole Arbitrator shall be final and binding.

5. Upon obtaining delivery of possession of the said plot of land togetherwith the existing structure standing theroen the Developer shall be entitled to demolish the existing structure and all the building materials as shall be available from the said building, and the sale proceeds thereof shall be exclusive property of the Developer. The Owners shall not have any claim and/or right to and/or say in the matter of demolition of the said building, and the materials available therefrom, and the sale proceeds thereof.
6. The allotments of the flat to be provided to the Owners' allocation as aforesaid shall be fixed and/or determined by the Owners only on mutual settlement as such the Developer shall not be responsible therefore in any manner whatsoever, and the possession of the Owners being agreed to be fixed for good, by and between Owners entering into agreement and/or arrangements, by and between them for the purpose of determinations of flats and possession of the Owners in no way shall case stoppage or postponement sale or transfer of Developer's allocation any notice whereof.

ARTICLE - X : INDEMNIFICATION BY THE OWNERS

1. The Owners hereby undertake for indemnifying the Developer in case of any unreasonable hindrance on its part as may stand as a bar to the Developer's being entitled to the allocation in the building under the project the project being unreasonably obstructed by the acts and conducts of the Owners as against the provisions hereof declaring that the Developer shall be entitled to the construction under the project and enjoy its allocation without any interference or disturbance subject to its performing, observing and/or fulfilling all the terms herein contained and/or the obligations hereunder to be performed by the Developer.
2. The Owners further undertake to indemnify the Developer in case the Developer suffer any loss for in defect in their title to the property or for charges or encumbrances thereon in any manner whatsoever,

declaring that neither they nor their predecessors, predecessors-in-interest ever executed any instrument in respect of the Developer's allocation under this agreement, and if there be such instrument shall have no force and shall not entitle the Owners at all and/or their legal representatives to take advantage thereof in any manner whatsoever.

ARTICLE - XI : INDEMNIFICATION BY THE DEVELOPER

1. The Developer hereby undertakes not to make the Owners liable for and to compensate them and/or against all third party's claims and actions resulting from any act or conduct or omission or commission of offence touching construction of the said building.
2. The Developer hereby undertakes to indemnify and keep the Owners indemnified from and against all actions, suits, costs, proceeding and claims and demands that may arise touching the allocation of the Owners or that of the Developer in connection with development work involved in the project inter-alia inclusive of construction of the building thereunder and/or any defect therein as may result in such consequences causing the Owners to suffer therefrom in any manner whatsoever.

ARTICLE - XII FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of its performance of relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their obligations during the duration of the force majeure.
2. Force majeure shall mean earthquake, riot, storm, tempest, civil commotion etc. which is beyond the control of any of the parties.

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of bastu land, measuring an area 7 (seven) Cottahs 10 (ten) Chittacks 20 (twenty) Square feet, more or less, together with Tiles shed structure standing thereon, measuring an area 300 (three hundred) Square feet, more or less, lying and situated at Premises No.113/3, Dakshindari Road, being Municipal Holding No.856, (formerly 415/2), Dakshindari Road, Police Station - Lake Town, Kolkata - 700 048, in Mouza -

Dakshindari, J.L. No.25, Re.Sa. No.6, (G.D.-1), Touzi No.1298/2833, — measuring an area 525 (five hundred twenty five) Square feet, more or less, comprised in C.S. & R.S. Dag No.1061, under R.S. Khatian No.524, — measuring an area 525 (five hundred twenty five) Square feet, more or less, comprised in C.S. & R.S. Dag No.1088, under R.S. Khatian No.525, — measuring an area 525 (five hundred twenty five) Square feet, more or less, comprised in C.S. & R.S. Dag No.1089, under R.S. Khatian No.524, — measuring an area 525 (five hundred twenty five) Square feet, more or less, comprised in and C.S. Dag No.1090, corresponding to R.S. Dag No.1090/4552, under R.S. Khatian No.524, —measuring an area 1705 (one thousand seven hundred five) Square feet, more or less, comprised in C.S. & R.S. Dag No.1063, under R.S. Khatian No.526, —measuring an area 1705 (one thousand seven hundred five) Square feet, more or less, comprised in C.S. & R.S. Dag No.1064, under R.S. Khatian No.527, in Municipal Ward No.33, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District - 24 Parganas (North), butted and bounded as follows :

- ON THE NORTH** : By 12'0" wide Road & Plot of Monu Babu;
ON THE SOUTH : By 20'-0" wide Common Passage;
ON THE EAST : By 30'-0" wide Dakshindari Road;
ON THE WEST : By land of Gouranga Chandra Dey, being marked as Plot No.E, and Chowdhury Bagan.

SECOND SCHEDULE ABOVE REFERRED TO:

(OWNERS' ALLOCATION)

ALL THAT the flats/units the proposed Multi-storeyed building, in the form as under:

- a) 50% (fifty percent) constructed area on the Ground floor, provided the Owners shall get the commercial spaces, from North-East side and car parking space shall be allotted equally.
- b) Entire First floor.
- c) Entire Fifth floor.
- d) One unit being residential Flat, on the Sixth floor, measuring built-up area 800 (eight hundred) Square feet, more or less, provided

the South Dum Dum Municipality allows and/or gives sanction to construct the said flat on the sixth floor of the said proposed building.

The aforesaid flats/units, as contained in the proposed building, lying and situate at Premises No.113/3, Dakshindari Road, being Municipal Holding No.856, (formerly 415/2), Dakshindari Road, Police Station - Lake Town, Kolkata - 700 048, in Municipal Ward No.33, within the jurisdiction of the South Dum Dum Municipality, District - 24 Parganas (North), including undivided proportionate share of the said land where on the said building shall be constructed as well as of all common spaces/land of said holding with right to use common portions thereof, and/or facilities within the said building.

THIRD SCHEDULE ABOVE REFERRED TO:

(DEVELOPER'S ALLOCATION)

ALL THAT remaining constructed area of the proposed Multi-storeyed building, in the form as under :

- a) 50% (fifty percent) constructed area on the Ground floor, provided the Developer shall get the commercial spaces, from South-East side and car parking space shall be allotted equally.
- b) Entire Second floor.
- c) Entire Third floor.
- d) Entire Fourth floor.
- d) Save and except one unit being residential Flat, on the Sixth floor, measuring super built-up area 800 (eight hundred) Square feet, more or less, remaining area on the Sixth floor, provided the South Dum Dum Municipality allows and/or gives sanction to construct on the sixth floor of the said proposed building.

The aforesaid flats/units, as contained in the proposed building, lying and situate at Premises No.113/3, Dakshindari Road, being Municipal Holding No.856, (formerly 415/2), Dakshindari Road, Police Station - Lake Town, Kolkata - 700 048, in Municipal Ward No.33, within the jurisdiction of the South Dum Dum Municipality, District - 24 Parganas (North), togetherwith undivided proportionate share of the said land where on the said building shall be constructed as well as of all common spaces/land of said holding

with right to use common portion thereof, and/or facilities within the said building, excluding the Owners' share and allocation therein as mentioned above.

FOURTH SCHEDULE ABOVE REFERRED TO:

THE OWNERS AND THE PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. Stair cases on all the floors and lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, water Tank, water pipes and overhead tank on the ultimate roof, and other common plumbing installation and also pump.
5. Installation of common services Viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required thereof, common walls in between the unit being the flat hereunder sell, and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas equipment, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
11. Electrical wirings, meters (excluding those installed for any particular UNIT).

12. Lift and its accessories.
13. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said 'UNIT'
 - a. All private ways, curves, side-walls and areas of the said premises.
 - b. Exterior conduits, utility lines, underground storage tanks.
 - c. Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
 - d. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - e. All eleventsh including shafts, shaft walls, machine rooms and facilities.
 - f. All other facilities or elements or any improvement outside the flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - g. The foundation, corridor, lobbies, stairways Entrance and exists, Path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'UNIT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said building.
 - h. Utility lines, telephone and electrical systems contained within the said building.

FIFTH SCHEDULE ABOVE REFERRED TO:

THE OWNERS AND THE PURCHASER OR PURCHASERS WITHIN THE BUILDING SHALL HAVE TO BEAR PROPORTIONATELY AFTER COMPLETION OF THE BUILDING AND HANDOVER OF ITS RESPECTIVE ALLOCATIONS TO THEM BY THE DEVELOPER:

1. The expenses of administration, maintaining, repair, replacement of the common parts, equipments, accessories, common areas, and

- facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, gas pipe, electric wiring, installations, sewerages, drains and all other common parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the owner, Developer and intending purchaser or other occupiers thereof.
2. The cost of clearing, maintaining and lighting the main entrance, passage, landings, stair case and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
 3. The cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
 4. The cost of decorating the exterior of the building.
 5. The cost of repairing and maintenance of water pump, electrical installations, over lights and services charges, and suppliers of common utilities.
 6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightning, civil commotion, etc.
 7. Municipal taxes, Multi-storeyed building tax, if any, and other similar taxes save those separately assessed on the respective UNIT.
 8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and building.
 9. Such other expenses as are necessary or incidental expenses for maintenance and up-keep of the building and Govt. duties, as may be determined by the flat and/or Unit Owners' Association, as shall be formed by the Unit-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of West Bengal Apartment Ownership Act and bye Laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

10. The share of the Owners, and intending purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of any unit, as against the total amount as may be incurred in any of the heads of such expenses with the proportion of the areas within the same as against the total areas within the proposed building to be covered thereunder.

SIXTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

1. Structure - R.C.C. framed structured with R.C.C. columns and beams.
2. Floor - Entire floor made of Tiles finish.
3. Inside Walls - Finished with plaster of paris.
4. Outside Walls - Outside wall (8"/5") brick work with required cement sand mortar.
5. Doors & Windows - All door frames will be wooden and all door shutter will be flush type commercial doors, with necessary fittings. Toilets will be P.V.C. door. All windows will be Aluminum with glass fitting.
6. Electrical Wiring - Concealed with copper wire with necessary electrical points.
7. Toilet - One Indian type pan or Western type commode, wall will be provided Glazed tiles upto six feet height from floor level.
8. Kitchen- Black stone cooking platform on the kitchen and glazed tiles upto 2'-6" height from the kitchen platform and one steel sink.
9. Plumbing - Concealed GI/PVC pipe lines in Toilets and Kitchen, CP pillar cocks and bib cocks, brass stop cocks, outside water lines exposed PVC pipe. CI soil lines, PVC rain water lines, white porcelain one white Anglo Indian pan/commode with PVC cistern, one wash basin in each flat PVC cistern.

IN WITNESS WHEREOF both the parties hereto Owners and Developer have executed this Agreement for the aforesaid plot of land under their respective signatures in day, month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE OWNERS AND THE DEVELOPER
AT KOLKATA
IN THE PRESENCE OF:

1. Gayatri Ghosh
W/O Subish Ghosh
Ganai, Manash Para
Kol-65

(Signature)

1) MRS. BELA GHOSH

(Signature)

2) MRS. KAKALI GHOSH
..... OWNERS/FIRST PART

2. Sujata Karmakar
W/O Amitabha Karmakar
94 Canal St.
Kol-48

Shree Ram Infra Nirman Pvt. Ltd

(Signature)
Director

MR. KAUSHAL AGARWAL
DIRECTOR OF
"SHREE RAM INFRA. NIRMAN
PRIVATE LIMITED"
..... DEVELOPER/SECOND PART

Drafted by :

(Signature)
Uday Chandra Gayen
Advocate,
High Court, Calcutta.
Reg. No. WB/1430/2002.

RECEIVED on and from the Developer herein a sum of Rs.50,00,000/- (Rupees fifty lakh) only being the non-refundable and/or non-adjustable consideration money, as per memo as under.

MEMO

Cheque No./Cash	Dated	Drawn on	Amount Rs.
028487	03-03-2020	Allahabad Bank	25,00,000/-
028490	03-03-2020	Allahabad Bank	25,00,000/-
TOTAL RUPEES FIFTY LAKH ONLY.		Total Rs.	50,00,000/-

WITNESSES:-

1. Goyabi Ghosh
W/O Subir Ghosh
Goree Manashi Para
KOL-65

(4/11/20)
1) MRS. BELA GHOSH

Kakali Ghosh
2) MRS. KAKALI GHOSH
..... OWNERS/FIRST PART

2. Sujata Harmakar
W/O Amitabha Harmakar
94 Canal St
KOL-48

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 192019200202791951 Payment Mode: Online Payment
GRN Date: 03/03/2020 11:33:15 Bank: BANK OF INDIA
BRN: 95169367 BRN Date: 03/03/2020 11:34:17

DEPOSITOR'S DETAILS

Name: Shree Ram Infra Nirman Private Limited
Contact No.: Mobile No.: +91 7505927970
E-mail:
Address: 312 Lake Town Block A Kolkata 700089
Applicant Name: Mr Uday Chandra Gayen
Office Name:
Office Address:
Status of Depositor: Buyer/Claimants
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 3

Id No.: 15040000395434/3/2020
(Query No Every Year)

₹ - 625/2020

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15040000395434/3/2020	Property Registration- Stamp duty	0030-02-103-003-02	39901
2	15040000395434/3/2020	Property Registration- Registration Fees	0036-03-104-001-16	50007

Total

89908

In Words: Rupees: Eighty Nine Thousand Nine Hundred Eight only




Signature of the
executants/Presentants

Under Rule 44A of the I.R. Act 1908
SPECIMEN FOR TEN FINGERS PRINT

	C.M. Chitra	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

	Shakali Ghosh	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

	Kanchal Agarwal	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Major Information of the Deed

Deed No :	I-1504-00625/2020		Date of Registration	03/03/2020
Query No / Year	1504-0000395434/2020		Office where deed is registered	
Query Date	01/03/2020 4:47:56 PM		A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Uday Chandra Gayen 15/1, Sadhana Anusadhulaya Road, Thana : Lake Town, District : North 24-Parganas, WEST BENGAL, PIN - 700048, Mobile No. : 9051854918, Status : Advocate			
Transaction	Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt Rs. 50,00,000/-			
Set Forth value	Market Value			
Rs. 7/-	Rs. 1,85,91,688/-			
Stamp duty Paid(SD)	Registration Fee Paid			
Rs. 40,001/- (Article 48(p))	Rs. 50,007/- (Article E, B)			
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)			

Land Details :

District: North 24-Parganas, P.S.- Lake Town, Municipality: SOUTH DUM DUM, Road: Dakshindari Road (sadhana to canal), Mouza: Dakshindari, Premises No: 113/3, , Ward No: 34, Holding No.856 JI No: 25, Pin Code : 700048

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1061	RS-524	Bastu	Bastu	525 Sq Ft	1/-	17,50,002/-	Width of Approach Road: 30 Ft.
L2	RS-1088	RS-525	Bastu	Bastu	525 Sq Ft	1/-	17,50,002/-	Width of Approach Road: 30 Ft.
L3	RS-1089	RS-524	Bastu	Bastu	525 Sq Ft	1/-	17,50,002/-	Width of Approach Road: 30 Ft.
L4	RS-1090/4552	RS-524	Bastu	Bastu	525 Sq Ft	1/-	17,50,002/-	Width of Approach Road: 30 Ft.
L5	RS-1063	RS-526	Bastu	Bastu	1705 Sq Ft	1/-	56,83,340/-	Width of Approach Road: 30 Ft.
L6	RS-1064	RS-527	Bastu	Bastu	1705 Sq Ft	1/-	56,83,340/-	Width of Approach Road: 30 Ft.
TOTAL :					12.6271Dec	6 /-	183,66,688 /-	
Grand Total :					12.6271Dec	6 /-	183,66,688 /-	



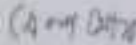


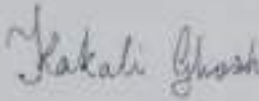
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	2,25,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 300 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total :	300 sq ft	1 /-	2,25,000 /-	
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and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Mrs Bela Ghosh Wife of Mr Paresh Chandra Ghosh Executed by: Self, Date of Execution: 03/03/2020 , Admitted by: Self, Date of Admission: 03/03/2020 ,Place : Office</p>	<p>Photo</p>  <p>03/03/2020</p>	<p>Finger Print</p>  <p>L1 03/03/2020</p>	<p>Signature</p>  <p>03/03/2020</p>
<p>94, Canal Street, P.O:- Sreebhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CVHPG8631B, Aadhaar No: 45xxxxxxxx7201, Status :Individual, Executed by: Self, Date of Execution: 03/03/2020 , Admitted by: Self, Date of Admission: 03/03/2020 ,Place : Office</p>				
2	<p>Name</p> <p>Mrs Kakali Ghosh Wife of Mrs Prasenjit Ghosh Executed by: Self, Date of Execution: 03/03/2020 , Admitted by: Self, Date of Admission: 03/03/2020 ,Place : Office</p>	<p>Photo</p>  <p>03/03/2020</p>	<p>Finger Print</p>  <p>L1 03/03/2020</p>	<p>Signature</p>  <p>03/03/2020</p>
<p>94, Canal Street, P.O:- Sreebhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BEVPG5241M, Aadhaar No: 69xxxxxxxx5172, Status :Individual, Executed by: Self, Date of Execution: 03/03/2020 , Admitted by: Self, Date of Admission: 03/03/2020 ,Place : Office</p>				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Shree Ram Infra Nirman Private Limited 312, Lake Town, Block-A, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089 , PAN No.:: AAPCS4122F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>			

Representative Details :

Name,Address,Photo,Finger print and Signature				
No	Name	Photo	Finger Print	Signature
1	Mr Kaushal Agarwal (Presentant) Son of Mr Suresh Kumar Agarwal Date of Execution - 03/03/2020, , Admitted by: Self, Date of Admission: 03/03/2020, Place of Admission of Execution: Office	 <small>Mr 3 2020 3:12PM</small>	 <small>LR 03/03/2020</small>	 <small>03/03/2020</small>
BE-78, Salt Lake City, Block/Sector: 1, P.O - Bidhannagar, P.S - North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No :: BHUPA7491R, Aadhaar No: 63xxxxxxxx1397 Status : Representative, Representative of - Shree Ram Infra Nirman Private Limited (as director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Aayush Tekriwal Son of Mr Dwarka Prasad Tekriwal P-227, Lake Town, Block-B, P.O - Lake Town, P S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089	 <small>03/03/2020</small>	 <small>03/03/2020</small>	 <small>03/03/2020</small>

Identifier Of Mrs Bela Ghosh, Mrs Kakali Ghosh, Mr Kaushal Agarwal



Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Mrs Bela Ghosh	Shree Ram Infra Nirman Private Limited-0.601563 Dec
2	Mrs Kakali Ghosh	Shree Ram Infra Nirman Private Limited-0.601563 Dec

Transfer of property for L2

Sl.No	From	To, with area (Name-Area)
1	Mrs Bela Ghosh	Shree Ram Infra Nirman Private Limited-0.601563 Dec
2	Mrs Kakali Ghosh	Shree Ram Infra Nirman Private Limited-0.601563 Dec

Transfer of property for L3

Sl.No	From	To, with area (Name-Area)
1	Mrs Bela Ghosh	Shree Ram Infra Nirman Private Limited-0.601563 Dec
2	Mrs Kakali Ghosh	Shree Ram Infra Nirman Private Limited-0.601563 Dec

Transfer of property for L4

Sl.No	From	To, with area (Name-Area)
1	Mrs Bela Ghosh	Shree Ram Infra Nirman Private Limited-0.601563 Dec
2	Mrs Kakali Ghosh	Shree Ram Infra Nirman Private Limited-0.601563 Dec

Transfer of property for L5

Sl.No	From	To, with area (Name-Area)
1	Mrs Bela Ghosh	Shree Ram Infra Nirman Private Limited-1.95365 Dec
2	Mrs Kakali Ghosh	Shree Ram Infra Nirman Private Limited-1.95365 Dec

Transfer of property for L6

Sl.No	From	To, with area (Name-Area)
1	Mrs Bela Ghosh	Shree Ram Infra Nirman Private Limited-1.95365 Dec
2	Mrs Kakali Ghosh	Shree Ram Infra Nirman Private Limited-1.95365 Dec


Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Mrs Bela Ghosh	Shree Ram Infra Nirman Private Limited-150.00000000 Sq Ft
2	Mrs Kakali Ghosh	Shree Ram Infra Nirman Private Limited-150.00000000 Sq Ft

03-03-2020

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,25,01,688/-.


Debajyoti Bandyopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal

On 03-03-2020

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number - 48 (g) of Indian Stamp Act 1809.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12:40 hrs on 03-03-2020, at the Office of the A.D.S.R. BIDHAN NAGAR by Mr Kaushal Agarwal .

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 03/03/2020 by 1. Mrs Bela Ghosh, Wife of Mr Parash Chandra Ghosh, 94, Canal Street, P.O Sreebhum, Thana: Lake Town, North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession House wife, 2. Mrs Kakali Ghosh, Wife of Mrs Prasenjit Ghosh, 94, Canal Street, P.O: Sreebhum, Thana: Lake Town, North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession House wife
Indetified by Mr Aayush Tekriwal, , Son of Mr Dwarka Prasad Tekriwal, P-227, Lake Town, Block-B, P.O: Lake Town, Thana: Lake Town, North 24-Parganas, WEST BENGAL, India, PIN - 700089, by caste Hindu, by profession Business

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 03-03-2020 by Mr Kaushal Agarwal, director, Shree Ram Infra Nirman Private Limited (Private Limited Company), 312, Lake Town, Block-A, P.O - Lake Town, P.S - Lake Town, District -North 24-Parganas, West Bengal, India, PIN - 700089.

Indetified by Mr Aayush Tekriwal, , Son of Mr Dwarka Prasad Tekriwal, P-227, Lake Town, Block-B, P.O: Lake Town, Thana: Lake Town, North 24-Parganas, WEST BENGAL, India, PIN - 700089, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,007/- (B = Rs 50,000/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 50,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 03/03/2020 11:34AM with Govt. Ref. No: 192019200202791951 on 03-03-2020, Amount Rs: 50,007/-
Bank: BANK OF INDIA (BKID0004000), Ref. No. 95169367 on 03-03-2020, Head of Account 0030-03-104-001-16

that required Stamp Duty payable for this document is Rs. 40,001/- and Stamp Duty paid by Stamp Rs 100/-.
= Rs 39,901/-.
Description of Stamp
Stamp Type: Impressed, Serial no 41051, Amount: Rs.100/-, Date of Purchase: 26/02/2020, Vendor name: Mousumi
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 03/03/2020 11:34AM with Govt. Ref. No: 192019200202791951 on 03-03-2020, Amount Rs. 39,901/-,
Bank: BANK OF INDIA (BKID0004000), Ref. No: 95169367 on 03-03-2020, Head of Account 0030-02-103-003-02



Debajyoti Bandyopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2020, Page from 30555 to 30606
being No 150400625 for the year 2020.



Digitally signed by DEBAJYOTI
BANDYOPADHYAY
Date: 2020.03.04 12:42:49 +05:30
Reason: Digital Signing of Deed.

(Debajyoti Bandyopadhyay) 2020/03/04 12:42:49 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.

(This document is digitally signed.)
